OFFICE OF SUPT. PUBLIC PRINTING, BICHMOND, March 18, 1884. SEALED PROPOSALS FOR PRINTING AND BINDING TWO THOUSAND COPIES OF THE SEVENTY-FIGHTH VOLUME OF VIRGINIA REPORTS OF THE DECISIONS OF THE SU-PREME COURT will be received by the under-signed at his office, in the Capitol, until

TUESDAY, APRIL 8, 1884. THESDAY, APRIL 8, 1884.

Printers will bid as per 1,000 ems for composition, and as per token of 250 impressions for press-work. The printing must be finished within seventy-live days from the time copy is placed in the hands of the printer. No money will be paid until the last sheets of the book are delivered to

TO OBTAIN MONEY,

we offer our stock of

MEN'S FURNISHING GOODS

ASTONISHINGLY LOW PRICES

E. B. SPENCE & SON.

903 Main street.

Call and see the prices.

PAINTINGS, ENGRAVINGS, &c. FREE EXHIBITION DAILY AT L. LEWIS'S ART-GALLERY.

PAINTINGS, WATER-COLORS, OLEOGRAPHS, STEEL ENGRAVINGS,

AND CHROMOS FOR SALE. MANTEL- and PIER-MIRRORS, BISQUES, and ROGERS'S GROUPS constantly on hand. 8x10 FRAMES, in Gold, Bronze, Plush, Ebon and Walnut, from 25c. upwards, CABINET FRAMES in every style-a large

FRAMED in the latest and most artistic manuer applied for and obtained an appeal to view that he could not give him the rates, VALENTINE-CARDS in every style. EASELS and CORNICES made to order. A full line of ARTISTS' MATERIALS con-

stantly on hand. L. LEWIS'S Art Gallery. 912 Main stree.

MEDICAL COLLEGE.

MEDICAL COLLEGE OF VIRGINIA. MEDICAL COLLEGE OF VIRGINIA.

ICINE. Session will beein on WEDNESDAY.

April 2, 1884, and end July 1. Practical and clinical for recent graduates, yet elementary and diactic enough for students. Terms, \$25 for the coarse; \$3 for anatomical material. For circular or further information address.

DR. JOHN N. UPSHUR.

206 east Grace street, Richmond, Va.

mh 2-codim

WINES, LIQUORS, &c.

ENGLISH TASTE,

DAILY DISPATCH.

RICHMOND, VA., WEDNESDAY MORNING, MARCH 19, 1884.

S. PRINTING all other PAMPHLET and BOOK WORK required by any department of the Second Work Second 19 way department of the Second Secon ing and barn, with small engine attached, and stables, in Sussex county. The said solicitor not knowing himself the rate of solicitor not knowing himself the rate of said insurance, agreed to write, and did write accordingly, to the State agent of the said company in the city of Richmond for information as to such rates, and received from said agent a reply stating the rates at which such property could be insured in said company. The substance of the reply of the State agent as to such rates was communicated by said solicitor to the said plaintiff, and at a subsequent interview beplaintiff, and at a subsequent interview between the said solicitor and the said plaintiff then asked for the amount of the premiums, and paid the same, and before the aportion of the property above referred to insured—to wit, the barn and some peanuts therein—but said that he had no money then to now the insurance area. institute last sheets of the book are delivered to finish his work within twenty-five days from the time he receives the last sheets. He will bid for the book as at 1,000 pages, more or less. To be bound and states supreme Court Reports. The binder will states supreme Court Reports. The binder will be required to finish his work is done asced finish discovery in the Commonwealth.

Bond in double the cost of printing and binding of the Work.

But II DEBR.

But II DEBR.

But II DEBR.

But II DEBR.

Superintendent of Public Printing.

But II State agent in Richmed No application for insurance was then prepared or transmitted by said solicitor to the State agent in Richmed No application, on behalf of the complainant, nor did the said State agent in Richmed No application, on behalf of the complainant, nor did the said State agent in Richmed No application, on behalf of the complainant, nor did the said State agent in Richmed No application, on the said to solicitor, not that his property had been burnt up, but he expended No application, and the property had been burnt up, but he expended No application, and the property had been burnt up, but he expended No application, and the property had been burnt up, but he expended No application, and the property had been burnt up, but he expended No application, and the first time in all the negotiations we find the plaintiff in all the neg the property in question had been burned that the comp lainant was the person in whose behalf said inquiries as to rates had been made.

This is change of the brightness that the had just been paid some money. This is a suit for the specific performance of this alleged contract. A court will entered the property in t will enforce the performance of a contract; but the plaintiff must establish the contract

> next day, and forthwith commenced look-ing for the said solicitor, the residence of both being in or near the city of Petersburg, with the object of attempting to avail himself of what had passed between them previously, for the purpose of perfecting a policy of insurance on the property already destroyed by fire before the fact of the destruction of the property by fix had be struction of the property by fire had be-come known to the said solicitor or to the State agent of said company at Richmond. The complainant having found the solicitor on that day, stated to him that he had now obtained the money necessary to pay the premiums of said insurance on said property, and desired to obtain a policy or policies therefor. The said solicitor then made the usual memorandum for an appli-cation on behalf of the complainant for the has not been signified, does not warrant a presumption of its acceptance. In such issuing of a policy or policies on the property to be insured, and forwarded the apor there is no contract. plication to the State agent at Richmond, with the request, at the instance and request of the plaintiff, that the policies should relate back to the 10th day of December, 1879, which said plaintiff said was the date of the last interview between the said plaintiff and the said solicitor. said plaintiff and the said solicitor.

the insurance of this property in either the

on the 2d day of May, 1882, the appellant applied for and obtained an appeal to this court. In this case the answer of the corporation, under its common seal, puts in issue all the allegations of the bill of the plaintiff, and the burden of proving them is upon the plaintiff. The uncontradicted result of the evidence on both sides is that there was no application sent in to the company nor given to the solicitor until the insurable subject had ceased to exist; nor was any part of the premium paid to the solicitor until the total destruction by fire of the entire insurable subject. Upon this part of the evidence there is no conflict. The fire occurred and destroyed the property on the 22d day of December. The application was made on the following day, and the money paid that day in part on the premium. The applicant knew at the time this was done that he had nothing to insure. The other side was without any such information. It was withhold it.

ONE-SIDED.

The two contracting parties on that day

ONE-SIDED.

The two contracting parties on that day

Controvery Abent a Sassex Barn and Cross
of Pennus and Allege Insurance Theraof Pennus and Allege Insurance Theraturn Fire-Laurance Company recently
turn Fire-Laurance Co privilege to condemn and force to said under the terms of condemnation the property of other persons who have equal claim to the favor and protection of the State. Why should not the projectors of a scheme intended surely to result in the individual or aggregate profit of those conindividual or aggregate profit of the conindividual or ag

"There are other objections to the bill to be found in the unusual and unneces-

of water-power, &c., and particular objection is had to the indefinite language as to the location of the docks and works. Who is to determine what nearness to Richmond will mean or what distance from Richmond will forfeit the terms of the charter? "WILLIAM E. CAMERON."

The question being, Shall the bill pass, the Governor's objections to the contrary notwithstanding? the vote resulted—ayes, 15; noes, 5—no quorum; and the Senate then adjourned, on motion of Mr. Atkin-

to Messrs, Hurt, Lee, and Moffett. On the next to the last ballot Mr. Hurt was dropped. On the last the vote stood: Moffett, 36; Lee, 30- and the nomination of Mr. Moffett was made unanimous. He is the Commonwealth's attorney of Rappahan-

bills have been approved. The Virginia Military Institute bill has not, but may be Governor Cameron will not sign the bill

to allow the Scaboard road to make leases, &c., and it will fall through.

The House special committee charged with the investigation of Mr. Farr was at

sunday, has passed both houses, but with amendments and provisos put on that

The programme will contain selections amendments and provisos put on that largely reduce the number of trains that will come within its scope.

It does not apply at all to perishable freight or to cattle, and when there is not

enough of either or both to make up a spe-cial train therefor, cars loaded with coal, stone, or anything else, may be added to them to make up a full train.

Culpeper, who at this session has filled the position and done a great deal of work for committees too.

The Soldiers' Home bill from the Senate

the work will be done in two years. At the adjourned meeting of the Board of Directors of the Chamber of Commerce to be held to-morrow evening a report on

His energy and enthusiasm are wonderful. The second meeting in the interest of the Carnival was held last night. Mr. S.

Dr. C. P. Benson, of Charlottesville, is

in the city.

The alarm of fire yesterday afternoon was caused by a burning chimney at No. 1810 Franklin street.

Wright against Goodall's executor, Argued by Hill Carter, Esq., for appellant.

J. M. Delaney, drunk. Fined \$2.50. Michael Howard drunk. Fined \$2.50. J. W. Bailey, drunk. Fined \$2.

untimely death, and contracted for many large jobs of a similar nature. He was fiftyhundred pounds.

The runaway team was stopped in Rich mond, but not until the buggy had been considerably damaged.

The funeral will take place to-morrow morning from St. Peter's Cathedral.

Manchester Notes. There was no Mayor's Court held yester-

day morning. The cases set for trial then will be disposed of this morning. In the Hustings Court the day was consumed in the disposition of civil cases.

The court will continue all the week.

The union services under the Railroad

Branch of the Young Men's Christian As sociation, conducted by the Rev. Mr. Need-ham at the Baptist church last night, were largely attended. The services were very interesting and the crayon drawings impressed very forcibly the religious address of Mr. Needham. He will hold similar services at the Ninth-Street Methodist church to-night and to-morrow night.

Mr. Thomas E. Morissette, of Chester-field, father of Professor E. Morissette, of this city, is quite ill. Mr. Morissette is eighty-five years old and has been a member of Tomahawk church fifty years.

J. G. CABELL, M. D., President Board of Health.

This distinguished French actress will age; is active and intelligent, and it is predicted will make a good officer.

The General Assembly will adjourn sine die at 3 P. M. to-day. A called session this winter is however confidently resoluted.

Friday, School for Scandal, Saturday and Saturday and School for Scandal, Saturday and Saturday and School for Scandal, S About Nothing. The company comes well recommended.

Professor Hahr's Recital.

The recitals heretofore given by Professor F. C. Hahr were so enjoyable that he has been persuaded to give a third one at Sanger Halle on Friday night. The selec-tions for this occasion will embrace some

from Bach, Beethoven, Mendelssohn, Schu bert, Chopin, Rubinstein, Liszt, and Kul-

Closing Sales of the Great Book

Auction.

Those in want of good Books will do well to call before it is too late. Auction,

JNO, E. LAUGHTON, Auctioneer.

10 A. M. and 7 P. M.

Davenport & Co , STOCK-BROKERS.

1113 Main street, BUY AND SELL BONDS AND STOCKS on commission.

INVESTMENT SECURITIES A SPECIALTY. Will fund

VIRGINIA BONDS INTO NEW 3'S. on favorable terms. CITY BONDS FOR SALE.

Hardman Pianos.

\$3.75 to \$12 at the

Never before has there been so large and complete a stock of upright pianos in Vir-ginia. You have the choice of a superb selection at Ramos & Moses'. Call on them or write for prices. An elegant line of Spring Overcoats from

912 Main street. Committee Thursday evening.

Among the marriage-licenses issued at Washington yesterday was one to John D. West and Annie Bell Phillips, of Rick-mond.

Dr. C. P. Berger, Annie Bell Phillips, 100 Rick-mond.

MISFIT STORE,

CHURCH will have a very attractive sale on THURSDAY and FRIDAY of this week, corner of Eighth and Main. Gentlemen who have left home after hurried and unsatisfactory breakfasts will be cheerfully served with tempting funches, and ladies who are at a loss to know just what they want will find the thing exactly among our im-

ported and domestic designs. Oh, do come! Do! son Guy, Esq., for plaintiff in error, and W. B. Pettit, Esq., for defendant in error, and and submitted.

Wright against Goodall's executor. Argued by Hill Carter, Esq., for appellant. Continued until to-day.

Police Court.

The following cases were disposed of yesterday:

John Dougherty and Mike Shortell, charged with fighting in the bar-room of William Gallaher. Fined \$5 each.

Thomas Bates (colored), charged with issault and battery. Fined \$5. GET THE GENUINE ARTICLE.—The great population

the sum of \$500 for twelve months.

Priscilla Brown (colored), charged with assault and battery. Fined \$5.

Walter Napier, drunk and disorderly.

Walter Napier, drunk and disorderly.

Walter Napier, drunk and disorderly. ever been troubled with this disease knows what four years of such suffering must have been. She had tried everything offered ber, and had been given up by all physicians, when by advice of friends she placed herself under the care of Dr.

MeMULLEN This was about three weeks ago.
To-day she is a well and thankful woman, and said in the Doctor's pariers this morning she could not speak high enough of her deliverer.

Dr. McMULLEN has prolonged his stay in Richmond. He treats successfully all chronic discusses.
Consultation free from 9.A. M. 16.6 P. M. Consultation free from 9 A. M. to 6 P. M.

WHY SUPPER WITH MALARIA? EMORY'S STANDARD CURE PILLS are infallible; never full to cure the most obstinate cases; purely vegetable; contain no quinfae, mercury, or poisons of any kind-25 and 50 cents.

WEST INDIA LIMES .- Just received direct from Jamaica, a large supply of this delicious fruit for making my popular Effervescing Lime-Drinks. on draught and bettled. GEORGE SCHEN, Eleventh and Main streets.

AMUSEMENTS.

AMUSEMENTS.

CRAND COMPLIMENTARY BENEU FIT TO THE MALE ORPHAN ASYLUM by
Professors PITT and RHODES, of Raltimore,
CALCHUM LIGHT, ART HLUSTRATIONS,
and CONCERT EXERCISES on WEDNESDAY
AFTERNOON, March 19th, at 4% o'clock and at
night at 8 o'clock. Admission, 25c.; children,
15c. Tickets good for either entertainment.
mb 19-11* RICHMOND THEATRE.

FOUR NIGHTS.
COMMENCING WEDNESDAY, MARCH 19TH. MATINEE SATURDAY, ectal engagement of the Distinguished French

MILLE RHEA.

upported by Mr. WHLLIAM HARRIS and a Select Company, under the management of ARTHUR B. CHASE, in the following repertoire:

WEDNESDAY—ADRIEN'S LECOUVREUR. THURSDAY—FROU-FROU, FRIDAY—SCHOOL FOR SCANDAL.
SATURDAY MATINEE—CAMILLE.
SATURDAY MIGHT—MUCH ADO ABOUT NOTHING.

NOTHING.

SCALE OF PRICES—First floor, \$1: reserved scats, \$1.50. Dress-circle, 75c; reserved scats. \$1. Family-circle, 50c; gailery, 25.

The sale of scats begins MONDAY at 8 A. M., at the box-office of the Theatre, mh 15-4t* THIRD PIANO-RECITAL FRED. C. HAHR.

SANGER HALL, FRIDAY, MARCH 21st, at 8:15 P. M. Admission, 50 cents. Tickets at RAMOS & mh 18-Tu.W&F3t

EXCCRSIONS.

Cooks CALIFORNIA EXCURSIONS.

> THIRD ANNUAL TOUR. leaving New York WEDNESDAY, MAY 7, 1884.

A magnificent pleasure trip of nearly two months, ith all expenses of transportation, sier pings and arlor-cars, hotel accommodations, meals en route, urriage drives, &c., at greatly reduced rates, visit-

THE MAMMOTH CAVE OF KENTUCKY. THE GRAND SCENERY OF THE ROCKY MOUNTAINS.
SOUTHERN CALIFORNIA,
THE YOSEMITE VALLEY AND

BIG TREES, SALT LAKE CITY. &C., &C.
The outward and return trips are by entirely dif-erent routes.
Send for a descriptive programme, free by mail. THOMAS COOK & SON. 261 Broadway. New York. 197 Washington street. Boston.

5%7 Walnut street, P [mh S-Sa&W174] Philadelphia.

CANDIDATES FOR OFFICE. M. LEE.

CITY SERGEANT. I respectfully announce myself a randidate for re-election to the office of CITY SERGEANT, sub-ject to nomination of Democratic party. Repectfully, N. M. LEE, mh 15-10t

RESPECTFULLY ANNOUNCE MY-RESPECTIVE A CANDIDATE FOR THE OFFICE.
OF CITY SERGEANT, subject to the decision of the Democratic primary. Should it be the piensure of my fellow-citizens to elect me to the office I promise in ceturn a faithful discharge of its duties.

Respectfully yours.

inh 11-1m

JAMES C. SMITH.

I RESPECTFULLY ANNOUNCE MY. RESPECTFULLY ANNOUNCE MYSELF A CANDIDATE FOR THE OFFICE
OF SHERIFF, subject to the Democratic nomination. Having been Deputy Sherin for about
hirteen years, and now carrying on the office
in the mame of John W. Wright, Sheriff, I believe that I can discharge the duties of the position
satisfactority, and if cleeted I pledge my best
efforts to that end.

LEWIS P. WINSTON.

CHINA, GLASSWARE, &c.

SPECIAL.

Just opened, the finest assortment of NEWPORT AND ROYAL DRESDEN CHAM-

DINNER- AND TEA-SETS

ever shown in this city; also a fail line of

at the lowest prices. Call and look at them.

1011 main street.

DRUGS. MEDICINES. &c. FOR SICE-ROOMS.

CONVENIENT PURIFIER OF SICK-FOOMS 18 BLAIR'S CHLORAL THYMOL PROPHYLAS TIC AND DISINFECTANT.

For sale by Druggists. Price 50 cents a boitle. Read the following: BLAIR'S CHLORAL THYMOL PROPHY-LACTIC is the best disinfectant that I have ever

used." (Signed) HUNTER MCGUIRE. M. D.

LAND PLASTER.—MY "STANDARD FROM FOR LAND PLASTER is ground from the best-selected Nova Scotia Bine Lump. A trial insures its permanent use. Satisfaction guaranted.

GEORGE T. KING.

Lump and Ground Plaster, Meal, Feed. &c...
3400 to 3500 Williams unr avenue.
Richmond, Va.

FERTILIZERS.—We offer for sale No. 1

STANDARD PERUVIAN GUANO. 96:10

STANDARD PERUVIAN GUANO. 9@10
per cent. Ammonia guaranteed: PURE GROUND
RAW BONE: KAINTE or GERMAN POTASH
SALTS; DISSOLVED-BONE PHOSPHATE.
JAMES G. TINSLEY & CO.
A. R. ELLERSON & CO. Agents.
fe 26-1m
1326 Cary street. FOREIGN STEAMSHIPS.

EUROPE! COOK'S GRAND EXCURSIONS leave New York in April, May, and June, 1884. Passage tickets by all Atlantic steamers. Special facilities for securing good berths. Tourist tickets for individual travellers in Europe, by all routes, at reduced rates. COOK'S EXCURSIONIST, with maps and full particulars, by mail 10 cents. Address. THOMAS COOK & SON. fe 13 W&Su16w 261 Broadway, New York.

MOULDINGS, BRACKETS, &c. WHITE & POINDEXTER,
Manufacturers of MOULDINGS, CORNICE
BRACKETS, HOUSE-TRIMMINGS OF ALL
DESCRIPTIONS, ROUND AND SQUARE
WOODEN PACKAGES, Estimates farnished.
FACTORY, Twenty-fourth and Main streets.

THE DISPATCH.

ADVERTISING RATES. ADVERTISING RATES.

Half inch, or less. 1 time 50 cent; 2 times \$1; 3 times \$1.50; 6 times \$2.70; 13 times \$5.26; 1 month \$9.88; 3 months \$25.

Reading notices in reading-matter type, 5 lines or less \$1; in agate lended 75 cents.

Card of rates for more space furnished on application.

WANTED, A SITUATION AS PRACTICAL FARMER by a Scotchman having thorough knowledge of all kinds of stock-raising and management of farm-work, and whose wife is a first-class dairy-woman. Can take charge of same and poultry if required. Also, for sale, two IMPORTED SHEPHERD DOGS. Address SCOTCHMAN.

mh 19-21³ care of Dispatch office.

WANTED, TO RENT A FURNISHED
ROOM, with use of bath-room, by a strate
gentleman of quiet habits, convenient to hustnoss centre of the city. Reference given, answer for two days, stating terms, "ENQUIRER."
St. James Hotel, city.

mh 18-1w Dispatch office, Richmond

WANTED, A GOOD COOK, WASH-ER and IRONEE; white or colored. Ap-ply, with recommendations, at 802 east Marshall street. The street in the 18-street.

WANTED, 1,500 CORDS OF TANBARK. We wish to contract for the shore
amount of chestnut-oak and spanish oak bark, to
be peeled this spring. Terms cash. For further
information as to price. &c., call at oar office at
Manchester Tannery and Sumar Mills, or ad-ress
A. D. SHOTWELL & CO.,
fc 6-3m*

OR FADED CLOTHING TO BE CLEANED OR DYED to call and examine our work.
LACE CURTAINS beautifully cleaned;
OSTRICH-PLUMES cleaned or dyed;
CARPETS cleaned by m schinery.
fe 20-cod3m 310 north Fifth street. WANTED, TO RENT OUT AN ELE-

WANTED, 4,000 CORDS OF BLACK SPANISH AND CHESTNUT OAK BARK.

No. 1364 Cary street, Richmond, Vz. mh 12-deod1m&w1m

A. B. GOODMAN.

FOR RENT, BRICK DWELLING
on Libby Hill-late residence of H. W.
Tyler-containing cleven rooms, besides bathroom; targe lot, with choice fruit; stable, &c., on
the premises; fine view of the river and the city,
in good order.

b. C. GODDIN.
mh 19-31
3708% Lester street.

FOR RENT, WEST-END PARK painted and put in good order. DWELLING with four rooms on the grounds Dancing-payllon, ten-pin alley, arbor, &c. At head of Broad, Marshall, and Clay streets.

J. THOMPSON BROWN & CO., mh 16-31. Real Estate Agents.

STORE FOR REST.

514 EAST BROAD STREET. Apply on the premises.

FINANCIAL.

No. 333 WALNUT STREET, PHILADBLIPHIA,
March 15, 1884. \

HOLDERS OF THE ENLARGED

MORTGAGE BONDS OF THE VIRGINIA

AND TENNESSEE RAILROAD COMPANY,
now the first lieu on the road of that company,
and maturing June 30. 1884, are hereby notified
that they will be entitled to have the time for the
payment thereof extended until June 30, 1969,
with interest at the rate of 5 occ cent, per annum
(principal and interest payable in golds, provided,
on or before MAY 31, 1884, they join in the agreement so to extend, and produce their honds at the
office of the NORFOLK AND WESTERN RAILROAD COMPANY, No. 333 Wainut street, in the
city of Philadelphia, in order to be stainped according to the terms of the agreement. The bonds
will be extended with coupons attached or be registered to the terms of the agreement. The bonds
will be extended with coupons attached or be registered to the united of extension.

Bonds not presented for such extendion on or
before May 31, 1884, will be parelassed at the
office of Messars, CLAIKK, DODIGE & CO. No. 51
Wall street. New York, 21 par, at maturity, will
funds furnished by Misser, W. H. NEWBOLD'S
SON & CO. and DREXEL & CO., Philadelphis,
who have agreed to buy and extend the sam
The contract for extension may be axamit ed and
algued at the office of Messer, W. H. NEWBOLD'S
SON & CO., 300 Wahnt street, or at the office of
the NORFOLK AND WESTERN RAILROAD
COMPANY, 333 Walout street, Philadelphis.
By order of the Board of Directors.

G. R. W. ARMES, Treasurer.

mh 19-W&SattW311

BOARBING. ROOMS FURNISHED OR UNFUR-NISHED, BOARD for gentlemer. MEAN at hours to suit business. Persons visiting Rich-mond will find a pleasant place to stop at, mh 19-WASUST 50 9 north sexth street.

BUSINESS CHANCES. A GOOD BUSINESS INVESTMENT.

Any person meaning business can buy coase or cash. Apply at mh 19-21. 109 NORTH EIGHTH STREET. FURSITERE

TINE CHAMBER-SUITS, IN WAL.

NUT AND MAHOGANY PARLOR.

SUITS, SIDEBOARDS, HALL-STANDS.

We have just received a fresh supply of the
above, and parties needing FIME GhoDs a
LOW PRICES would do well to examine our
stock. A full supply of medium goods always on
hand. Terms satisfactory.

Ja 28

TRY THE GREAT WHITE MOUN-rellous medicinal water, and the pureat natural water ever analyzed. Received direct from the White Mountains of New Hampshire. Thirty-five cents per gallon; in five-gallou into, twenty-five cents. Send for circulars. GEORGE SCHEN.

PINEST DRY WINE

The DALLY DISPATCH is delivered to sub-scribers at FIFTERN CENTS per week, payable to the carrier weekly. Mailed at \$6 per sunam; \$3 for six months; \$1.50 for three months; 50c. for

VOL. LXV.

been made. Thus the matter rested until the barn and the peanuts had been totally consumed by fire on the night of the 22d of December, 1879. The complainant learned of the fire in the forenoon of December 23d, the next day, and forthwith compressed lead.

But the plaintil must establish the contract and prove it as stated in the bill; and the contract must be certain, fair, and just in all its parts.—McComas vs. Easley, 21 Gratt.; Stearus vs. Beckham, 31st Gratt., 380.

If the evidence is conflicting and it is quest of the plaintiff, that the policies

said plaintiff and the said solicitor.

THE POLICIES.

The policies were made out and forwarded to the solicitor, with directions warded to the solicitor, with directions of December, although written on the 23d of December. not to deliver them until farther informa-tion was had as to the location of the steam engine attached to the barn. The policies the circumstances that he, the said solicition was had as to the location of the steam
engine attached to the barn. The policies
were rejected by the plaintiff because of
the statement contained therein that there
was no incumbrance on the property, and
were returned. The policies, at the reouest of the plaintiff, were returned by the quest of the plaintiff, were returned by the it appears reasonable that he would have The solicitor to the State agent for correction. The solicitor then learned that the property had been destroyed by fire. From the plaintiff, the solicitor returned the policies to the State agent at Richmond, with the information that before the application was made and helore the application was made and helore the application was made and helore the application as a calculation then had to be made. Upon colicitor to the State agent for correction. taken the next step and obtained the poliinformation that before the approximation information that before the premium was was made and before the premium was paid the property had been totally destroyed by fire; whereupon the said destroyed by fire; whereupon the said state agent at Richmond retained the policumstances in his statement, and it appears that the plaintiff has failed to make out a contract so clear and so certain as to authorize the Court to decree its specific enterior that the policular the Court to decree its specific enterior that the policular the Court to decree its specific enterior that the policular the Court to decree its specific enterior that the policular that the forcement. The solicitor was, undoubted-edly, to some extent the agent of the complaintiff or the defendant company, the said property was in existence. Testimony was taken in the cause on both sides, and upon the hearing on the 29th day of June, 1880, the Chancery Court dismissed June, 1880, the Chancery Court dismissed the bill of the plaintiff. From this decree the bill of the plaintiff. From this decree the bill of the plaintiff. From this decree the bill of the plaintiff was informed at the first interview that he could not give him the rates, but he could not give him the rates, but the said property was in existence. Testimony was taken in the cause on both sides, and upon the hearing on the 29th day of June, 1880, the Chancery Court dismissed june, 1880, the Chancery Court dismissed that the plaintiff was informed at the first interview that he could not give him the rates, but the could not give him the rates. FRAMES MADE TO ORDER and PICTURES on the 2d day of May, 1882, the appellant

HE PAID AFTER FIRE.

did not stand upon equal terms, and if there had been a contract made solely on that day for insurance of property not in existence at the time, it will be admitted that such contract was of no effect. To make it on one side would have been a gross actual fraud, and to enforce it.

cerned in it be made to seek the same way and grading streets. He also built the for acquiring the property they need as piers of the bridge on which he met his take? Of course there is an exception to large jobs of a similar nature. He was fifty the rule, which would furnish the

sary powers for the construction of roads and canals for the acquisition and control

That the plaintiff then said if a fire should occur he would hasten down to pay

a bill for specific performance will be dismissed.—Snydam vs. Columbus Insurance

Company, 18 Ohio, 459; Dinning vs. Phos-

plete contract—that is, when anything is left open for future adjustment, either as

to the amount of the risk, the premium to

be paid, or the duration of the risk-no contract-obligation exists.-N. E. Fire and

Marine Insurance Company vs. Robinson, 25 Ind. The fact that an application has

been made for insurance, and a long time has elapsed and the rejection of the risk

cases there must be an actual acceptance,

CHANCERY COURT SUSTAINED.

The statement of the plaintiff that he

winter is, however, confidently predicted.

The tax, appropriation, and University nee, Camille; Saturday night, Much Ado

with the investigation of 3d. Park
work examining witnesses last night.
The bill of Mr. Baker, of Chesterfield, to
The bill of Mr. Baker, of Chesterfield,

Personals and Briefs. The Senate has never had a better reading clerk than Mr. Hugh M. Patton, of

has not yet passed the House.

No Legislature assembled here since the war has done more work than this.

The three revisers of the Code (Messrs. Staples, Burks, and Riely) are to be paid a total sum of \$7,500, and it is expected that the work will be done in two years.

minus of the Danville railroad system. Mr. Seigel is getting along admirably with his chorus. He is a great director.

Supreme Court of Appeals. Denslow against the Bertha and Edith Gold Mining Company. Argued by Jack-son Guy, Esq., for plaintiff in error, and W. B. Pettit, Esq., for defendant in error,

John Dougherty and Mike Shortell, charged with fighting in the bar-room of William Gallaher. Fined \$5 each.

Thomas Bates (colored), charged with assault and battery. Fined \$5.

A. J. Andrews, charged with carrying concealed weapons and threatening to shoot J. E. Robineau. Fined \$25, and se-

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